

SUMMONSAttorney(s) Jay L. Edelstein, Edelstein Law LLPOffice Address 230 S. Broad Street, Suite 900Town, State, Zip Code Philadelphia, PA 19102Telephone Number 215-893-9311Attorney(s) for Plaintiff Jay L. EdelsteinNancy Rinaldi and William SwisherPlaintiff(s)

vs.

FCA US LCC, FOX RENT A CAR,INC. and ABC CORPORATIONS 1-10Defendant(s)**Superior Court of
New Jersey**Camden CountyLaw DivisionDocket No: 000141-22**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf.

/s/ Michelle Smith

Clerk of the Superior Court

DATED: 01/18/2022Name of Defendant to Be Served: FCA US LLCAddress of Defendant to Be Served: 1000 Chrysler Drive Auburn Hills, Michigan 18326FCA US LLC
Office of the General Counsel

JAN 25 2022

By [Signature] Reg. Agent/
Sec. of State/Proc. Server

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket# L-000141-22

Case Caption: RINALDI NANCY VS FCA US LLC

Case Initiation Date: 01/18/2022

Attorney Name: JAY L EDELSTEIN

Firm Name: EDELSTEIN LAW LLP

Address: 230 S BROAD ST STE 900
PHILADELPHIA PA 19102

Phone: 2158939311

Name of Party: PLAINTIFF : Rinaldi, Nancy

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: PRODUCT LIABILITY

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Nancy Rinaldi? NO

Are sexual abuse claims alleged by: William Swisher? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

01/18/2022

Dated

/s/ JAY L EDELSTEIN

Signed

File #: 125.272

EDELSTEIN LAW, LLP
BY: JAY L. EDELSTEIN, ESQUIRE
230 S. Broad Street, Suite 900
Philadelphia, PA 19102
(215) 893-9311

NANCY RINALDI and WILLIAM	:	SUPERIOR COURT OF NEW JERSEY
SWISHER,	:	CAMDEN -
	:	LAW DIVISION
Plaintiffs	:	
	:	DOCKET NO.:
vs.	:	
	:	CIVIL ACTION
FCA US LLC, FOX RENT A CAR, Inc.,	:	
And ABC CORPORATOINS 1-10	:	COMPLAINT, CERTIFICATION,
Defendants,	:	JURY DEMAND, and DEMAND FOR
	:	DISCOVERY

NANCY RINALDI and WILLIAM SWISHER, Plaintiffs, citizens of the State of New Jersey, bring this civil action by way of Complaint by and through her attorney, Jay L. Edelstein and Edelstein Law, LLP.

PARTIES & VENUE

1. Plaintiff, Nancy Rinaldi, is a citizen of the State of New Jersey and an adult individual residing at 1503 Wall Avenue in Burlington, New Jersey 08016.
2. Plaintiff, William Swisher, is a citizen of the State of New Jersey, the husband of Plaintiff Nancy Rinaldi, and an adult individual residing at 1503 Wall Avenue in Burlington, New Jersey 08016.
3. Defendant, FCA US LLC is a limited liability corporation organized and in existence under the laws of the State of Delaware. FCA's corporate headquarters are located at 1000 Chrysler Drive, Auburn Hills, Michigan 48326. At all relevant times, Defendant was and is engaged in the business of designing, manufacturing, constructing, assembling, marketing,

distributing, and selling automobiles and motor vehicle components throughout the United States.

4. Defendant FCA US LLC markets, sells, advertises, and offers for sale vehicles for purchase by citizens of New Jersey in Camden County. Thus, venue is appropriate in this jurisdiction.

5. Defendant, Fox Rent A Car, Inc. is a limited liability corporation organized and in existence under the laws of the State of California. Fox Rent A Car, Inc.'s corporate office is located at 5500 West Century Boulevard Off Airport in Los Angeles, California 90045. At all relevant times, Defendant was and is engaged in the business of renting automobiles to consumers in the state of Florida and the state of New Jersey.

6. Defendant Fox Rent a Car, Inc. markets, advertises, and offers for rent vehicles to citizens of New Jersey in Camden County, including Plaintiff's husband who rented the vehicle from Defendant Fox Rent a Car. Thus, venue is appropriate in this jurisdiction.

7. Defendant ABC Corporations 1-10 are corporations or other corporate entities organized under the laws of New Jersey or another state or commonwealth of the United States that are and/or were engaged in the business of designing, manufacturing, contracting, assembling, marketing, distributing, renting, and/or selling automobiles in the United States and specifically in New Jersey and Florida.

FACTS

1. On or about January 21, 2020 on US-1 at or near mile marker 86 in Islamorada, Monroe County, Florida Plaintiff, Plaintiff was a passenger in a 2018 Jeep Wrangler motor vehicle manufactured and sold by Defendant FCA US, LLC with VIN of

1C4BJWDG9JL865632 and a Florida license plate of IERE30 that was operated by Plaintiff's husband, Jeff Swisher, operated the motor vehicle that he rented from Defendant Fox Rent-A-Car, Inc.

2. The vehicle in which Plaintiff was a passenger was suddenly and violently struck by another motorist, causing the Plaintiff to be thrown from her passenger seat, despite being properly restrained by the seat belt provided by Defendant's vehicle.

3. Plaintiff was seriously injured in this crash and suffered permanent injuries to her body, including

FIRST COUNT – PRODUCT LIABILITY
NANCY RINALDI v. FCA US, LLC

1. Plaintiffs repeat the allegations of the preceding counts of this Complaint and incorporates them as if set forth at length herein

2. Defendant FCA US, LLC sells vehicles to consumers, including Defendant Fox Rent A Car and holds itself out as a competent manufacturer of vehicles, including the 2018 Jeep Wrangler in which Plaintiff was a passenger.

3. Defendant FCA US, LLC placed the 2018 Jeep Wrangler into the marketplace with defective seatbelts for which it conducted a recall in 2019.

4. Defendant FCA US, LLC's recall did not remedy the defective seatbelts and/or Defendant FCA US, LLC did not communicate the recall completely to afford Defendant Fox Rent A Car, Inc. to have the defective seatbelts repaired.

5. Plaintiff relied on Defendant FCA US, LLC's reputation, skill and good will in riding in a vehicle manufactured by Defendant.

6. Defendant failed to warn Plaintiff of the defects inherent in the regular use of the 2018 Jeep Wrangler motor vehicle.

7. The 2018 Jeep Wrangler was not reasonably fit suitable or safe for its intended purpose because it deviated from the design specifications, formula or performance standards of the manufacturer or from other identical units manufactured to the same specifications, or failed to contain adequate warnings or was designed in a defective manner.

7. As a result of the acts and/or omissions of the Defendant FCA US, LLC, Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant FCA US, LLC for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

SECOND COUNT - PRODUCT LIABILITY
NANCY RINALDI v. FOX RENT A CAR, INC

1. Plaintiff repeats each and every allegation in the preceding counts of this Complaint as though set forth at length herein.

2. Defendant Fox Rent A Car, Inc. rents and leases vehicles to citizens of the State of New Jersey and rented the 2018 Wrangler motor vehicle to Plaintiff's husband William Swisher.

3. At the time that it rented the 2018 Jeep Wrangler to Plaintiff's husband, Defendant Fox Rent A Car, Inc. knew or should have known that the vehicle not reasonably fit suitable or safe for its intended purpose because it deviated from the design specifications, formula or performance standards of the manufacturer or from other identical units manufactured to the same specifications, or failed to contain adequate warnings or was designed in a defective manner.

4. Defendant Fox Rent A Car, Inc. holds itself out as a competent renter of safe vehicles, including the 2018 Jeep Wrangler in which Plaintiff was a passenger.

5. Defendant Fox Rent A Car, Inc. placed the 2018 Jeep Wrangler into the marketplace with defective seatbelts for which a recall was conducted in 2019.

6. Defendant Fox Rent A Car did not heed the recall and did not remedy the defective seatbelts.

5. Plaintiff relied on Defendant Fox Rent A Car's reputation, skill and good will in riding in a vehicle rented by Defendant.

6. Defendant failed to warn Plaintiff of the defects inherent in the regular use of the 2018 Jeep Wrangler motor vehicle.

7. As a result of the acts and/or omissions of the Defendant Fox Rent A Car, Inc., Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant Fox Rent a Car, Inc. for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

THIRD COUNT – BREACH OF WARRANTY
NANCY RINALDI v. FCA US, LLC

1. Plaintiffs repeat the allegations of the preceding counts of this Complaint and incorporates them as if set forth at length herein
2. Defendant FCA US, LLC sells vehicles to consumers, including Defendant Fox Rent A Car and holds itself out as a competent manufacturer of vehicles, including the 2018 Jeep Wrangler in which Plaintiff was a passenger and warrants that its motor vehicles are merchantable, fit and safe for use by the public.
3. Defendant FCA US, LLC breached the above warranty by permitting the 2018 Jeep Wrangler motor vehicle to be used by the public for sale and for rent by Defendant Fox Rent A Car, Inc.
4. As a result of the acts and/or omissions of the Defendant FCA US, LLC, Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant FCA US, LLC for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

FOURTH COUNT - NEGLIGENCE

NANCY RINALDI v. FOX RENT A CAR, INC.

1. Plaintiffs repeat the allegations of the preceding counts of this Complaint and incorporates them as if set forth at length herein.

2. Plaintiff was a passenger in a 2018 Jeep Wrangler vehicle rented to her husband by Defendant Fox Rent A Car, Inc.

3. Defendant Fox Rent A Car, Inc. owed a duty to its customers to inspect its vehicles and to keep the vehicles free from hazards to their safety.

4. Defendant Fox Rent A Car, Inc. rented the Plaintiff's husband a vehicle in which Plaintiff was a passenger that had a defective condition that was known or should have been known to the Defendant.

5. As a result of the negligent acts and/or omissions described above of the Defendant Fox Rent A Car, Inc., Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

FIFTH COUNT – PRODUCT LIABILITY
NANCY RINALDI v. ABC CORPORATIONS 1-10

1. Plaintiffs repeat the allegations of the preceding counts of this Complaint and incorporates them as if set forth at length herein

2. Defendant ABC Corporations 1-10 sell vehicles to consumers, including Defendant Fox Rent A Car and holds itself out as a competent manufacturer of vehicles, including the 2018 Jeep Wrangler in which Plaintiff was a passenger.

3. Defendant ABC Corporations 1-10 placed the 2018 Jeep Wrangler into the marketplace with defective seatbelts for which it conducted a recall in 2019.

4. Defendant ABC Corporations 1-10 recall did not remedy the defective seatbelts and/or Defendant FCA US, LLC did not communicate the recall completely to afford Defendant Fox Rent A Car, Inc. to have the defective seatbelts repaired.

5. Plaintiff relied on Defendant ABC Corporations 1-10's reputation, skill and good will in riding in a vehicle manufactured by Defendant.

6. Defendant failed to warn Plaintiff of the defects inherent in the regular use of the 2018 Jeep Wrangler motor vehicle.

7. The 2018 Jeep Wrangler was not reasonably fit suitable or safe for its intended purpose because it deviated from the design specifications, formula or performance standards of the manufacturer or from other identical units manufactured to the same specifications, or failed to contain adequate warnings or was designed in a defective manner.

7. As a result of the acts and/or omissions of the Defendant ABC Corporations 1-10, Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant ABC Corporations

1-10 for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

SIXTHCOUNT – PRODUCT LIABILITY
NANCY RINALDI v. ABC CORPORATIONS 1-10

1. Plaintiff repeats each and every allegation in the preceding counts of this Complaint as though set forth at length herein.
2. Defendant ABC CORPORATIONS 1-10. rent and lease vehicles to citizens of the State of New Jersey and rented the 2018 Wrangler motor vehicle to Plaintiff's husband William Swisher.
3. At the time that it rented the 2018 Jeep Wrangler to Plaintiff's husband, Defendant ABC CORPORATIONS 1-10. knew or should have known that the vehicle not reasonably fit suitable or safe for its intended purpose because it deviated from the design specifications, formula or performance standards of the manufacturer or from other identical units manufactured to the same specifications, or failed to contain adequate warnings or was designed in a defective manner.
4. Defendant ABC CORPORATIONS 1-10. holds itself out as a competent renter of safe vehicles, including the 2018 Jeep Wrangler in which Plaintiff was a passenger.
5. Defendant ABC CORPORATIONS 1-10. placed the 2018 Jeep Wrangler into the marketplace with defective seatbelts for which a recall was conducted in 2019.

6. Defendant ABC CORPORATIONS 1-10 did not heed the recall and did not remedy the defective seatbelts.

5. Plaintiff relied on Defendant Fox Rent A Car's reputation, skill and good will in riding in a vehicle rented by Defendant.

6. Defendant failed to warn Plaintiff of the defects inherent in the regular use of the 2018 Jeep Wrangler motor vehicle.

7. As a result of the acts and/or omissions of the Defendant Fox Rent A Car, Inc., Plaintiff sustained diverse personal injuries of both a permanent and temporary nature, endured and will endure great pain, has been and will be compelled to expend large sums of money for physicians and other help in an attempt to cure Plaintiff's said injuries, has been and will be compelled to expend large sums of money, has been and will be prevented from attending to Plaintiff's normal business and affairs, and has been otherwise damaged.

WHEREFORE, Plaintiff demands judgment against the Defendant Fox Rent a Car, Inc. for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

SEVENTH COUNT – NEGLIGENCE – LOSS OF CONSORTIUM
WILLIAM J. SWISHER v. DEFENDANTS

1. Plaintiffs repeat the allegations of the preceding counts of this Complaint and incorporates them as if set forth at length herein.

2. Plaintiff, Willaim J. Swisher, is the husband of Plaintiff Nancy Rinaldi, who suffered injuries as a direct and proximate result of the negligence and acts and omissions of the Defendants

3. As a direct and proximate result of the injuries to his wife, Plaintiff William Swisher has been and will be deprived of the consortium and services of the Plaintiff Nancy Rinaldi.

WHEREFORE, Plaintiff demands judgment against the Defendants for such sums as would reasonably and properly compensate Plaintiff in accordance with the laws of the State of New Jersey, together with interest and cost of suit.

DEMAND FOR JURY

PLEASE TAKE NOTICE that the Plaintiffs hereby demand a jury trial as to all of the within issues.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or entity carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. If so, provide to the undersigned a copy of each policy or agreement, or in the alternative state, under oath or certification; (a) policy number; (b) name and address of insurer; (c) inception and expiration dates; (d) names and addresses of all persons/entities covered; (e) personal injury limits; (f) property damage limits; (g) medical payment limits.

NOTICE OF NO OTHER ACTION

Pursuant to **Rule 4:5-1** the Plaintiff's Attorney hereby certifies to the best of his knowledge that there is no other action or arbitration pending in which the matter in controversy is the subject.

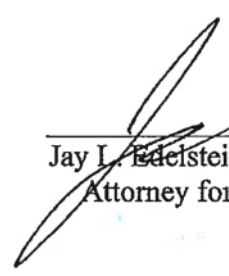
DEMAND FOR DISCOVERY

Plaintiffs hereby demand that the Defendants provide certified answers to Uniform Form C4 Interrogatories within the time prescribed by the New Jersey Rules of Court.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that Jay L. Edelstein, Esquire, is hereby designated trial counsel on behalf of Edelstein Law, LLP, Attorney for Plaintiffs Nancy Rinaldi and William Swisher.

DATED: 1/18/22



Jay L. Edelstein, Esquire
Attorney for Plaintiffs

CERTIFICATION

I hereby certify that the statements made by me in the foregoing are true and correct to the best of my knowledge, information and belief.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

william j swisher

WILLIAM JEFF SWISHER, PLAINTIFF

DATE: 1/18/22

Signature: 
william j swisher (Jan 18, 2022 08:05 EST)

Email: wjswisher@hotmail.com

CERTIFICATION

I hereby certify that the statements made by me in the foregoing are true and correct to the best of my knowledge, information and belief.

I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Nancy Rinaldi

NANCY RINALDI, PLAINTIFF

DATE: 01/18/2022

Signature: 
Nancy Rinaldi (Jan 18, 2022 04:09 EST)
Email: nancyrinaldi@yahoo.com

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